

**REPUBLIC OF SOUTH AFRICA  
COMPANIES ACT, 1973**

**ARTICLES OF ASSOCIATION  
OF A COMPANY NOT HAVING A SHARE CAPITAL**

**The Articles of Table "A" contained in Schedule 1 to the  
Companies Act shall not apply to the association**

**Registration Number of company**

**20031015953108**

DULLSTROOM COUNTRY ESTATE NATURE RESERVE

(Association incorporated under section 21)

THE ARTICLES OF THE COMPANY SHALL BE AS FOLLOWS:

1. INTERPRETATION:

In the interpretation of these Articles of Association and unless contrary to or excluded by the subject or the context -

1.1 words signifying the singular number shall include the plural and vice versa;

- 1.2 words signifying the masculine shall include the feminine;
- 1.3 any words defined in the Companies Act No. 61 of 1973 and not defined in Article 1.6 shall bear the same meaning in these Articles of Association;
- 1.4 the headings and marginal notes of articles are for reference purposes only and shall not be taken into account in construing these presents;
- 1.5 each term, power or authority herein shall be given the widest possible interpretation;
- 1.6 the following words and expressions shall have the following meanings -

*"act"* the Companies Act, 61 of 1973 (as amended);

*"alienate"* to alienate any individual property within the scheme, or part thereof or undivided share therein, including by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order or insolvency, irrespective of whether such alienation is subject to a suspensive or resolutive condition, and alienation shall have a corresponding meaning;

*"articles"* the Articles of Association of the company;

*"association"* DULLSTROOM COUNTRY ESTATE NATURE RESERVE  
LANDOWNERS ASSOCIATION (Association incorporated

under section 21);

<i>"auditors"</i>	the auditors of the company;
<i>"company"</i>	DULLSTROOM COUNTRY ESTATE NATURE RESERVE (Association incorporated under section 21);
<i>"chairman"</i>	the Chairman of the board of directors;
<i>"developer"</i>	DULLSTROOM COUNTRY ESTATE (Pty) Ltd and their successors-in-title;
<i>"development"</i>	
<i>"period"</i>	the period from the establishment of the company until all portions that are to be developed in the scheme have been fully developed and transferred by the developer to the members of the company;
<i>"directors"</i>	<i>"board of directors"</i> and
<i>"board"</i>	the directors for the time being of the company;
<i>"General Meeting"</i>	the annual general meeting or an extraordinary general meeting of the company as the case may be;
<i>"in writing"</i>	written, printed or lithographed or partly one or partly another, and other modes of representing producing words in a visible form;

<i>"managing agent"</i>	any person or body appointed by the company as an independent contractor to undertake any of the functions, duties or obligations of the company;
<i>"member"</i>	a member of the company;
<i>"memorandum"</i>	the Memorandum of Association of the company;
<i>"owner"</i>	a registered owner of a portion of the property comprising the scheme who by virtue of such ownership is also a member;
<i>"property"</i>	a portion of the scheme intended for use as a private dwelling, being a subdivision of the property comprising the scheme;
<i>"scheme"</i>	the residential development known as Dullstroom Country Estate which is laid out on the property developed as Dullstroom Country Estate Private nature Reserve subdivided into 47(forty seven) subdivisions of 1 (ONE) hectare and the Remaining Extent being the Landowners Association subdivision;
<i>"Vice-chairman"</i>	the Vice-chairman of the board of directors;
<i>"rules"</i>	the Management Rules laid down by the Landowners Association from time to time for the use, enjoyment and

management of the development and incorporating the Building Rules, as referred to in the articles.

2. MEMBERSHIP:

- 2.1 Subject to article 2.2 membership of the company shall be limited to the developer in its capacity as such, and to any other person who, in terms of the Deeds Registries Act, is reflected in the records of the Deeds Office concerned as being the registered owner of any property in the scheme.
- 2.2 The subscribers to these Articles of Association shall be the first members of the company but shall cease to be members automatically when the first 47 (FORTY seven) transferees contemplated in article 2.1 are reflected as the registered owners of the property in the scheme, provided that the developer shall not cease to be a member of the company.
- 2.3 Where any property in the scheme is owned by more than one owner, all the registered owners of that property shall together be deemed to be one member of the company and have the rights and obligations of one member of the company; provided however that all co-owners of any such property shall be jointly and severally liable for the due performance of any obligation to the company.
- 2.4 When an owner becomes the registered owner of any property in the scheme, he shall ipso facto become a member of the company, and when he ceases to be the owner of any such property he shall ipso facto cease to be a member of the company.
- 2.5 No member shall let or otherwise part with occupation of any property in the scheme, whether temporarily or otherwise, unless he has agreed in writing with the proposed occupier of any such property as a *stipulatio alteri* in favour of the company that such occupier shall be bound by all the

terms and conditions of the Memorandum and Articles of Association of the company, and such written agreement is lodged with the company prior to the proposed occupier taking occupation of the property in question.

2.6 A registered owner of any property in the scheme may not resign as a member of the company.

2.7 The rights and obligations of a member shall not be transferable and every member shall -

2.7.1 further, to the best of his ability, the objects and interest of the company;

2.7.2 observe all rules made by the company in general meeting;

2.7.3 sign all documents and do all things necessary to enable whatever servitudes may be required for services to be registered whether over or in favour of the access portion or any other portion in the scheme and including the provision of security facilities; provided that nothing contained in these articles shall prevent a member from ceding his rights in terms of these articles as security to the mortgagee of that member's property.

2.8 The company shall maintain at its registered office a register of members of the company as provided in section 105 of the Act. The register of members shall be open to inspection as provided for in section 113.

3. **ANCILLARY OBJECTS:**

The ancillary object of the association shall be -

- 3.1 to promote and conserve wildlife, fauna and flora on the property and the area to be known as the DULLSTROOM COUNTRY ESTATE (hereinafter referred to as the "*scheme*"). Furthermore to preserve the property and the scheme as a sanctuary for every type of wildlife and flora;
- 3.2 to promote and further in whatever manner the directors may consider advisable, the common interest of all the members in regard to the protection and conservation of wildlife and flora, within the property and the scheme;
- 3.3 to promote, support or oppose legislation or other measures affecting the scheme. In particular to obtain registration of or other official recognition of the scheme as a private game reserve in terms of the appropriate laws, if the directors deem it appropriate;
- 3.4 to, if necessary, represent its member in dealings with government departments, other authorities and the public generally in regard to any matter which may be in the interest of the members;
- 3.5 to promote, regulate and establish organised trout fishing in the scheme;
- 3.6 to maintain general security;
- 3.7 to work with the developer towards and promote the creation of larger areas of

property for nature conservation purposes, and the removal of fences and human obstruction wherever possible on the property;

- 3.8 to work towards increasing the boundaries of the property of the scheme or the greater DULLSTROOM COUNTRY ESTATE by incorporating more private property and by becoming part of a larger or greater ecological unit, or by way of incorporating with adjoining schemes, including the greater DULLSTROOM COUNTRY ESTATE.

4. **SERVICE CHARGES:**

- 4.1 The directors shall from time to time determine the service charges payable by the members for the purpose of meeting all the expenses which the company has incurred, or to which the directors reasonably anticipate the company will be put in the attainment of its objects or the pursuit of its business.
- 4.2 The directors shall not less than 120 (ONE HUNDRED AND TWENTY) days prior to the end of each financial year, or so soon thereafter as is reasonably possible, prepare and serve upon every member at the address chosen by him an estimate in reasonable detail of the amount which shall be required by the company to meet the expenses during the following financial year, including the cost of providing "*essential services*" but not including the cost of providing "*optional services*" as defined in the Management Rules, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The directors may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 4.3 Each notice to each member shall specify the contribution payable by that member to such expenses and scheme fund.

- 4.4 Every service charge shall be payable in equal monthly instalments, due in advance on the first day of each an every month of each financial year, which shall be collected by way of an irrevocable debit order signed by each member in favour of the Landowners Association.
- 4.5 In the event of the directors for any reason whatsoever failing to prepare and timeously serve the estimate referred to in article 4.2 above, every member shall, until served with such estimate, continue to pay the service charge previously imposed and shall, after such service, pay such service charge as may be specified in the notice, in the manner specified in the notice referred to in article 4.2.
- 4.6 The directors may from time to time impose special service charges upon the members in respect of all expenses as are mentioned in article 4.1, which are not included in any estimate made in terms of article 4.2, and may in imposing such service charges determine the terms of payment thereof.
- 4.7 The directors shall be empowered, in addition to such other rights as the company may have in law against its members, to determine the rate of interest from time to time chargeable upon arrear service charges; provided that such rate of interest shall not exceed the rate laid down in terms of the Usury Act No. 73 of 1968, as amended.
- 4.8 Any amount due by a member by way of service charge and interest shall be a debt due by him to the company. The obligation of a member to pay a service charge and interest shall cease upon his ceasing to be a member without prejudice to the company's right to recover arrear service charges and interest. No service charges or interest paid by a member shall under any circumstances be repayable by the company upon his ceasing to be a member. A member's successor in title to any property in the scheme shall be liable as from the date upon which he becomes a member pursuant to the transfer of that property to pay the service charge and interest attributable to that property.

- 4.9 No property in the scheme shall be capable of being transferred without a certificate first being obtained from the company confirming that all service charges and interest have been paid up to and including the date of registration of transfer of such property.

5. **ALIENATION:**

- 5.1 A member shall not in any manner alienate or transfer a subdivision or any undivided share therein without the prior written consent of the association. The association is obliged to give its consent provided –

5.1.1 the proposed transferee consents and agrees in such manner as the association may require to become and remain a member of the association for the duration of his ownership of the subdivision;

5.1.2 a clearance certificate at a cost of R2 000.00 has been issued by the association to the effect that all monies due to the association by the member have been paid, or that provision has been made to the satisfaction of the association for the payment thereof; and

5.1.3 the association has certified that the member is not in breach with any provision of these articles or the rules.

- 5.2 The registration of transfer of that subdivision into the name of the transferee shall ipso facto constitute the transferee as a member of the association.

- 5.3 The provisions of article 25 shall apply mutatis mutandis to any alienation of an undivided share in the subdivision.

- 5.4 No member shall let or otherwise part with the occupation of his subdivision whether temporarily or otherwise unless the proposed occupier has agreed to be bound by these articles and the rules.
- 5.5 The registered owner of any subdivision is not entitled to resign as a member of the association.
- 5.6 The rights and obligations of a member shall not be transferable.
- 5.7 Every member undertakes to further the objects and interest of the association to the best of his ability.

6. **RULES:**

In addition to the restrictions imposed by relevant approving authorities, and subject to any restriction imposed or direction given at a general meeting of the company, the directors may from time to time make rules which may include house or estate rules. The Rules are split into 2 (TWO) categories, namely –

6.1 Category 1 Rules:

6.1.1 The rules contained as part of the conditions of the title deed of the relevant property being Category 1 Rules as set out in this clause 6.1, and which can only be amended or repealed, as set out below, are -

6.1.1.1 the building rules and architectural guidelines will apply as set out in Dullstroom Country Estate Design Guidelines See annexure "D"

- 6.1.1.2 an owner of a property may not alienate or transfer a portion or an undivided share therein without the prior written consent of the Association. The Association is obliged to give such permission provided the transferee complies with article 5 of the Articles of Association of the Landowners Association;
- 6.1.1.3 an owner of a property acknowledges and undertakes that he will not vote for or propose any motion or resolution in terms of which the Landowners Association is dissolved; and
- 6.1.1.4 notwithstanding any law, no further subdivision in respect of any of the properties shall be allowed except for the existing house (to the east of portion 19) and the new house (under construction) to the south of portion 7 in the existing wattle bush. The developer will enter into a 10 year lease with the company at R1 per year. The developer has an option to buy the two properties from the company for R100 each once all the necessary permission has been obtained from all the authorities involved
- 6.1.1.5 The developer will cover all the expenses regarding the transfer, permission and the subdivision of the two properties
- 6.1.1.6 The developer reserve the right in its sole discretion to develop additional phases on the same terms and style as phase 1 The developer has already made an application at the authorities concern for the zoning of 25 one-hectare properties in phase 2. One of the properties will be zoned for a luxury guest house (Country manor) with a maximum of 36 beds

6.1.1.7 The developer has identified two adjoining properties for future development (phase 3 and 4) the developer will pursue the proclamation and incorporation of these two additional phases at his own cost

6.1.1.8 The additional Phases will be in the same proportion as phase 2 for example: six hectares communal property for every hectare property sold

6.1.1.9 Additional phases will be incorporated into the exiting scheme. Where possible the existing infrastructure will be extended and incorporated by the developer at the cost of the developer.

6.1.1.9.1 All the members in the additional and exciting phases will have traversing rights over the common land owned by the section 21 company

6.1.1.9.2 The object of the additional phases will be to enhance the overall estate, reach critical mass and enhance the investment value of the estate

6.1.1.9.3 All members renting their property on the short term to the public must join the renting pool. The renting pool will be run by the association and the association will recover a percentage of the rent from every owner to cover its expenses in renting the property.

6.2 Traversing rights are given to members over the common land owned by the Section 21 company (Landowners Association) subject to the rules in regard to the exercise thereof and such traversing rights shall be registered on all relevant title deeds and shall include that traverse rights negotiated by the Section 21 company over any other properties,

6.2 These rules will not be amended, added to, substituted or repealed save and unless such amendments have been approved by a resolution of at least 75% (SEVENTY FIVE PERCENT) of members' votes,

6.4 Category 2\_ Rules:

6.4.1 The Rules which are to be formulated as Rules to be set out in detail in the Management Rules, (marked Annexure "MR") are to be formulated in terms of the parameters set out in this article 6.4 and shall be made by the directors and/or the managing agent, and may be added to, amended, repealed or substituted by the said directors and/or managing agent, in their sole discretion. The Category 2 Rules shall be formulated to cover –

6.4.1.1 the preservation of the environment, including the right to control vegetation and the right to prohibit and/or control the erection of walls, fences and hedges, whether upon or within the boundaries of any property or portion of the scheme, whether common property or property owned by members;

6.4.1.2 the right to prohibit, restrict or control the keeping of any animal, a member may request the board for special permission to enter the scheme regarding a domestic pet;

6.4.1.3 the use, maintenance, repair and replacement of any public open space which vests in or is controlled by the company and of any services, connections and equipment under or over such public open space;

6.4.1.4 the access to and from any of the portions in the scheme;

6.4.1.5 the right to determine and control all security measures in the scheme;

6.4.1.6 the placing or fixing of ornamentation or embellishments upon the outside of the buildings including the power to remove any such objects;

6.4.1.7 the conduct of any persons within the scheme for the prevention of nuisance of any nature to any member;

6.4.1.8 the control and collection of refuse;

6.4.1.9 the restriction of the number of beds allowed in any improvements on any property, including a restriction on the number of beds in any servants quarters on the property;

6.4.1.10 the furtherance and promotion of any of the objects of the company and/or for the better management of the affairs of the company and/or for the advancement of the interests of members and/or residents in the scheme.

6.4.2 The directors may serve notice on any member to the effect that the directors consider the appearance of any property or building vested in the member or members as unsightly or injurious to the amenities of the surrounding area. In such notice the directors shall specify the steps that are to be taken by the member or members to eliminate such unsightly or injurious conditions. Should the member or members fail to comply therewith, within such reasonable time as is specified in the notice, the directors may enter upon the property concerned and take such steps as may be necessary to correct such problems and recover the cost thereof from the member or members concerned which cost shall be deemed to be a debt due and owing to the company, as part of the service charge.

6.4.3 No member of the company may -

6.4.3.1 install television or radio aerials or solar heating panels which are exposed to view on any building or structure within the scheme without prior written approval of the company which shall not be unreasonably withheld;

6.4.3.2 construct within the scheme any building or structures, or affect any additions or alterations to the existing buildings and structures, or build any works of whatsoever nature, including, but without limiting the generality of the foregoing, carports, garages, servant's quarters, storerooms and pergolas, whether of a temporary or permanent nature, without the prior written approval of the company, which approval shall not unreasonably be withheld; provided that, notwithstanding the foregoing, the directors may withdraw such approval if, in their opinion, such building, structure, addition, or alteration is not in keeping with the architectural style of any or all of the existing structures and buildings within the scheme.

6.4.4 The company may enter into agreements with members for the provision of amenities and services to the members and to levy a reasonable charge in respect of the provision thereof.

6.4.5 For the enforcement of any of the rules made by the directors in terms hereof and for the payment of any debt due to the company, the directors may –

6.4.5.1 give notice to the member or resident concerned requiring him to remedy a breach thereof or to make payment within such reasonable period as the directors may determine; and/or

6.4.5.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member or resident may be guilty, or recover the debt, and debit the cost of so doing to the member or resident concerned, which amount shall be deemed to be a debt owing by the member or resident concerned to the company; and/or

- 6.4.5.3 impose a system of fines or other penalties, provided that the amounts of such fines shall be reviewed and confirmed at each annual general meeting of the company; and/or
  - 6.4.5.4 take such other action, including proceedings in Court, as they may deem fit;
  - 6.4.5.5 take steps to and be authorised to deny a defaulting member access to its premises and all other areas of the property until such time as all or any disputes between the member and the company have been resolved.
- 6.4.6 In the event of the directors instituting any legal proceedings against any member or resident within the scheme for the enforcement of any of the rights of the company in terms hereof, the company shall be entitled to recover, on demand, all legal costs so incurred from the member or resident concerned, calculated as between attorney and own client.
- 6.4.7 In the event of any breach of any rules by the members or any member's resident's household or his guests or lessees, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 6.4.8 In the event of any member or resident disputing the fact that he has committed a breach of any of the rules, a committee of 3 (THREE) directors appointed by the Chairman for the purpose shall adjudicate upon the issue at such time and in such matter and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
- 6.4.9 Any fine imposed upon any member or resident shall be deemed to be a debt by the member or resident to the company and shall be recoverable by ordinary civil process.

6.4.10 Notwithstanding anything to the contrary herein contained, the directors may in the name of the company enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

6.4.11 The company may in general meeting make any rules which the directors may make and may in general meeting vary or modify any rules made by it or by the directors from time to time.

7. **DIRECTORS:**

7.1 Subject to the provisions of the Act, there shall be a board of directors of the company which shall consist of not less than 2(TWO) nor more than 5 (FIVE) directors.

7.2 The first directors shall be appointed in writing by a majority of the subscribers to the Memorandum of Association but until directors are so appointed and whether or not the directors have been named by a majority of the subscribers to the Memorandum, every subscriber to the Memorandum shall be deemed for all purposes to be a director of the company.

7.3 During the development period and also subsequent thereto, the developer shall have the right to appoint 2 (TWO) directors. On the expiry of the development period the directors so appointed by the developer shall be directors as if elected at an annual general meeting and shall be subject to the provisions of article 7. Any other director to be appointed to office shall be elected by the members in general meeting.

7.4 A director need not himself be a member of the company. A director however, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of the Memorandum and Articles of Association of the company.

8. **REMOVAL AND ROTATION OF DIRECTORS:**

8.1 Save as set out in article 8.3 each director shall continue to hold office from the date of his appointment until the annual general meeting next following his appointment, at which meeting each director shall be deemed to have retired from office but shall be eligible for re-election to the board of directors at such meeting.

8.2 A director shall be deemed to have vacated his office upon –

8.2.1 his having become disqualified to act as a director in terms of the provisions of the act;

8.2.2 his being removed from office as provided in section 220 and 216(3) of the act;

8.2.3 in the event of his being a member of the company, his being disentitled to exercise a vote.

8.3 Upon any vacancy occurring in the board of directors prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by the remaining directors for the time being in office.

9. **CHAIRMAN AND VICE-CHAIRMAN:**

9.1 The directors shall within 14 (FOURTEEN) days after each annual general meeting appoint from their number a Chairman who shall hold such appointment; provided that the office of Chairman shall ipso facto be vacated by a director holding such office upon his ceasing to be a director for any reason. In the event of any vacancy occurring in the aforesaid office at any time, the board of directors shall immediately appoint one of their number as a replacement in such office. Notwithstanding the foregoing, the developer shall be entitled to appoint the first Chairman.

9.2 Except as otherwise herein provided, the Chairman shall preside at all meetings of the board of directors and, in the event of his not being present within 10 (TEN) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act a chairman shall be appointed by the meeting.

10. **DIRECTOR'S EXPENSES:**

The directors shall be entitled to be repaid all reasonable and *bona fide* expenses incurred by them respectively in or about the performance of their duties as directors. Save as aforesaid, the directors shall not be entitled to any remuneration for the performance of their duties in terms hereof.

11. **POWERS OF DIRECTORS:**

11.1 Subject to the provisions hereof, the directors shall manage and control the business and affairs of the company, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of the managing agent, may exercise all such powers of the company and do all such acts on behalf of the company as may be exercised and done by the company and as are not by the act or by the Memorandum and Articles of Association of the company required to be exercised or done by the company in general meeting, subject however to such rules as may be made by the company in general meeting or as may be made by the directors from time to time.

11.2 Save as specifically provided herein, the directors shall at all times have the right to engage, on behalf of the company, the services of accountants, auditors, attorneys, advocates architects, engineers, a managing agent or any other professional firm or person or their employees whatsoever for any reasons deemed necessary by the directors and on such terms as the directors shall decide, and the directors may delegate any or all of their powers to the said managing agent as they may determine, subject to any restrictions imposed or direction given at any general meeting of the company.

11.3 The directors shall further have the power to –

11.3.1 require that any work being constructed within the scheme shall be supervised to ensure that the provisions of the Memorandum and Articles of Association of the company and of

the rules are complied with and that all work is performed in a proper and workmanlike manner;

11.3.2 issue an architectural and environmental design and maintenance manual in respect of the scheme.

11.4 The board of directors shall have the right to co-opt onto the board any person or persons which persons need not be members of the company.

11.5 The board of directors shall be entitled to appoint committees consisting of such number of directors and such outsiders, including the managing agents, as the board may deem fit and to delegate to such committees such of the board's functions, powers and duties as the board may deem fit, together with the further power to vary or revoke such appointments and delegations as the directors may from time to time deem necessary.

11.6 The directors may, in their discretion, appoint an architectural review committee in which event such committee shall consist of –

11.6.1 a practising professional architect duly qualified to practice as such on his own account in the REPUBLIC OF SOUTH AFRICA;

11.6.21 (ONE) director;

11.6.3 such number of members as the directors may determine.

11.7 Subject to article 11.6.3 above, members of the architectural review committee shall not be required to be members of the company.

11.8 In the event that an architectural review committee is established, all plans for buildings, outbuildings, structures, additions, alterations and all plans for all works shall be submitted to the

architectural review committee and the company shall not approve the construction of any structure contemplated in article 6.4.3.2 below unless such plan shall first have been approved by the architectural review committee. The directors may, if they deem fit, delegate to the architectural review committee their powers in terms of articles 11.2 and 25.6 below.

12. **BORROWING POWERS:**

The directors may exercise all the powers of the company to borrow money and to mortgage or bind its undertaking and property or any part thereof, only with the authority of the company in General Meeting, by passing a special resolution.

13. **PROCEEDING OF DIRECTORS:**

13.1 The directors may, subject to the provisions of these articles, meet together to attend to their business, adjourn and otherwise regulate their meetings as they think fit.

13.2 Provided an adequate amount of directors have been appointed, the quorum for the holding of any meeting of the directors shall be 2 (TWO) present personally; provided that during the development period and subsequent thereto, the presence of at least 1 (ONE) nominee of the developer shall be necessary at all meetings of the directors in order to form a quorum, and provided further that one of the said nominees shall, if the developer has exercised its right in terms of article 6.3 above, be the director so appointed by the developer. Any resolution passed by the board of directors shall be carried on a simple majority of all votes cast. Should there be an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.

13.3 The directors shall cause the minutes of each meeting to be kept in accordance with section 204 of the act, which minutes shall be reduced to writing and certified as correct by the Chairman as soon as is reasonably possible after such meeting. All minutes of meetings of the board of directors shall, after certification, be placed in a director's minute book which shall be kept in accordance with the

applicable provisions of the act. The director's minute book shall be open for inspection at all reasonable times by any director, the auditors, the members and the managing agent.

13.4 Subject to the provisions of these articles, the proceedings of any meeting of the board of directors shall be conducted in such reasonable manner and form as the Chairman of the meeting shall direct.

13.5 A resolution signed by all the directors shall be valid in all respect as if it had been passed at a meeting of the board of directors duly called and constituted.

14. **GENERAL MEETINGS:**

14.1 The company shall hold its first annual meeting within 18 (EIGHTEEN) months after the date of its incorporation and shall thereafter in each year hold an annual general meeting; provided that not more than fifteen months shall lapse between the date of one annual general meeting and that of the next and that an annual general meeting shall be held within nine months after the expiration of the financial year of the company.

14.2 Other general meetings of the company may be held at any time.

14.3 Annual general meetings and other general meetings shall be held at such time and place as the directors shall appoint or at such time and place as is determined if the meetings are convened under section 179(4), 181, 182 or 183 of the act.

15. **NOTICE OF GENERAL MEETINGS:**

15.1 An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 (TWENTY ONE) clear days notice in writing and any other general meeting shall be called by not less than 14 (FOURTEEN) clear days notice in writing. The notice shall be exclusive to the day on which it is served or deemed to be served and of the day for which

it is given, and shall be given in a manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the company in general meeting, to such persons as are, under these articles, entitled to receive such notices from the company; provided that a meeting of the company shall, notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by majority in number of the members having a right to attend and vote at the meeting, being a majority holding not less than 75% (seventy five percent) of the total rights of all the members.

15.2 The accidental omission to give notice of any meeting to any particular member or members shall not invalidate any resolution passed at any such meeting.

16. **PROCEEDINGS AT GENERAL MEETINGS:**

16.1 The annual general meeting shall deal with and dispose of all matters prescribed by the act, including the consideration of the annual financial statements the election of directors and the appointment of an auditor, and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business.

16.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, a quorum shall be that as set out in article 17.1.

16.3 If within half an hour after the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to a day not earlier than seven days and not later than 21 (TWENTY ONE) days after the date of the meeting and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting the members present in person shall be a quorum.

16.4 Where a meeting has been adjourned as aforesaid, the company shall, upon a date not later than three days after the adjournment publish in a newspaper circulating in the province where the registered office of the company is situated a notice stating –

16.4.1 the date, time and place to which the meeting has been adjourned;

16.4.2 the matter before the meeting when it was adjourned; and

16.4.3 the grounds for adjournment.

16.5 The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the company.

16.6 In the case of an equality of votes the chairman of the meeting shall not be entitled to a second or casting vote.

17. **QUORUM:**

17.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of a general meeting shall be–

17.1.1 during the development period, all the votes of the developer plus 25% (TWENTY FIVE PERCENT) of the votes of other members of the company entitled to vote for the time being; or

17.1.2 after the development period, 25% (TWENTY FIVE PERCENT) of the votes of all the members of the company entitled to vote for the time being, provided that there shall never be less than 3 (THREE) members present in person.

17.2 The Chairman of the board of directors shall preside at all general meetings of the company and, in the event of his not being present within 15 (FIFTEEN) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, a Chairman shall be appointed by the members present at the meeting.

17.3 The Chairman of a general meeting at which a quorum is present may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which the adjournment took place. Subject to the act, when a meeting is adjourned it shall not be necessary to give notice thereof.

17.4 No resolution at a general meeting will require a seconder.

18. **VOTING:**

18.1 At every general meeting –

18.1.1 during and after the development period, the developer shall have 10 (ten) votes in addition to the votes conferred upon it in terms of article 8.1.2 below;

8.1.2 on a show of hands, every member, including the developer, present in person or represented by proxy and if a member is a body corporate, its representative, shall have 1 (ONE) vote only and on a poll every member present in person or by proxy shall be entitled to 1 (ONE) vote for each portion of property in the scheme registered in his name, save that the developer's representative shall also have those votes set out in article 18.1.1;

18.1.3 if a portion of property in the scheme is registered in the name of more than one person, then all such co-owners shall jointly have 1 (ONE) vote;

18.1.4 every member, including the developer, holding undeveloped property in the scheme shall have 1 (ONE) vote for each separate piece of property registered in his or its name.

18.2 Subject to the provisions of these articles, no person other than a duly registered member who has paid every service charge and other sum, if any, which is due and payable to the company in respect of or arising out of his membership and who is not under suspension, shall be entitled to be present or vote on any question, either personally or by proxy, at any general meeting.

18.3 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by any person entitled to vote at the meeting. No poll shall, however, be demanded on the election of the Chairman of the meeting or on any question of adjournment. Unless a poll is so demanded, a declaration by the Chairman of the meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negatived and an entry to the effect in the minute book contemplated in article 20 below shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

18.4 If a poll is demanded –

18.4.1 the poll shall be taken in such manner and at such time as the Chairman of the meeting shall direct;

18.4.2 the Chairman of the meeting shall be entitled to appoint scrutineer;

18.4.3 no notice of a poll other than an announcement at the meeting which it is demanded shall be required;

18.4.4 the demand for a poll shall not prevent the continuation of the meeting for the transaction of any business other than the question on which the poll has been demanded;

18.4.5 a demand for a poll may be withdrawn; and

18.4.6 the result of a poll shall be deemed to be the resolution of the meeting on any question on which the poll is taken.

18.5 In the case of an equality of voters, whether on a show of hands or a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is taken shall not be entitled to a second or casting vote.

18.6 An objection to the admissibility of a vote on a show of hands or on a **poll** shall be raised at the general meeting at which that show of hands or poll is to take place or takes place. The objection shall be determined by the Chairman of the general meeting and his decision thereon shall be final and binding. Accordingly any vote not disallowed at that meeting shall be valid for all purposes.

18.7 A resolution shall not be invalid because a vote which should not have been included has been taken into account unless, in the opinion of the Chairman of that meeting (whose decisions thereon shall be final and binding), the exclusion of that vote would have altered the result of the voting on that resolution. Conversely a resolution shall not be invalid because a vote which should have been included has not been taken into account unless in the opinion of the Chairman of that meeting (whose decisions thereon shall be final and binding) the inclusion of that vote would have altered the result of the voting on the resolution.

18.8 Any matter relating to the ancillary objects of association, access to services members and traversing rights of members to their property, shall be decided by a majority of 75% of votes at a general meeting.

19. **RESOLUTION IN WRITING BY MEMBERS:**

Subject to the provisions of the Act, a resolution in writing signed by all the members entitled to receive notice and to attend and vote at the general meeting and inserted in the minute book kept in terms of

article 20 shall be as valid and effective as if it had been passed at a general meeting duly called and constituted. A resolution in terms of this article may consist of several documents of the same form, each of which is signed by one or more members in terms of this article, and shall be deemed to have been passed on the date of signature thereof by the last member entitled to sign the same.

20. **MINUTES AND INSPECTION:**

20.1 The directors shall cause a record to be made of all resolutions of the members in general meeting in a book provided for that purpose.

20.2 The minutes kept in terms of article 20 (or any extract there from) which purport to be signed by the Chairman of the board of directors or by the secretary shall be prima facie evidence of the matters therein stated.

20.3 The minute book shall be open for inspection and may be copied as provided in the act.

21. **PROXIES:**

21.1 A member entitled to vote at a general meeting shall be entitled to appoint one person or more than one person in the alternative to each other as his proxy(ies) to attend, speak and vote at a general meeting on his behalf.

21.2 A proxy need not be a member of the company.

21.3 The instrument appointing a proxy shall be in writing under the hand of the appointor or his agent duly authorised in writing or, if the appointor is a body corporate, under the hand of the authorised representative. A proxy need not be witnessed. Whether he is himself a member or not, the holder of a general or special power of attorney given by a member shall, if duly authorised under that power to attend and take part in meetings and proceedings of the company or companies generally, be entitled to attend general meetings and to vote thereat.

- 21.4 A form of proxy may be issued at the company's expense only if it is sent to all members who are entitled to attend and vote at the general meeting to which the proxy form relates.
- 21.5 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, (or a notarially certified copy of such power or authority) shall be deposited at the office not less than 48 (FORTY EIGHT) hours (or at such other place and such lesser period as the directors may determine in relation to any particular meeting) before the time for the holding of the meeting at which the person named in the instrument proposes to speak and vote. A form of power of attorney or proxy shall be invalid if this article is not complied with.
- 21.6 Except insofar as the form appointing a proxy indicates otherwise, the appointment of a proxy shall be deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specially directed to vote for or against or to abstain from voting on any proposal or resolution), the power generally to act for the member giving that proxy at the general meeting in question as the proxy may think fit. Unless the contrary is stated thereon, the form appointing a proxy shall be valid for each adjournment of the general meeting to which it relates.
- 21.7 No instrument appointing a proxy shall be valid after the expiration of 6 (SIX) months from the date on which it was signed unless specifically stated to the contrary in the instrument of proxy itself.
- 21.8 The instrument appointing a proxy may be in any usual or common form approved by the directors but shall be so worded that the holder thereof may vote for or against or abstain from voting on any one or more of the resolutions proposed at the general meeting at which proxy is to be used.

22. **ACCOUNTING RECORDS:**

- 22.1 The directors shall cause to be kept such accounting records as are prescribed by the Act and in particular such accounting records as are necessary fairly to present the state of affairs and

business of the company and to explain the transactions and financial position of the trade or business of the company.

22.2 The company's accounting records shall be kept at the office or such other place or places as the directors think fit and shall at all reasonable times be open to inspection by the directors and by past directors, but in the case of the latter, only in respect of the period during which they held office as directors.

22.3 The directors shall from time to time determine whether, to what extent and at what times and places and under what conditions or regulations the accounting records of the company, or any of them, may be open for inspection by members not being directors and no member (not being a director) shall have any right to inspect any accounting record or documents of the company except as conferred by the Act or except as authorised by the directors or by the members in general meeting.

23. **AUDITED FINANCIAL STATEMENTS:**

23.1 The directors shall from time to time and in accordance with the provisions of the act, cause audited annual financial statements and group annual financial statements to be prepared and laid before the members in general meeting.

23.2 A copy of any annual financial statements which are to be laid before the members at the annual general meeting shall not less than 21 (TWENTY ONE) days before the date of that meeting, be sent to every member and every holder of debentures of the company and, where required by the act, also to the Registrar. The provisions of this article shall not require a copy of the said documents to be sent to any person who has not furnished an address to the company.

24. **AUDIT:**

An auditor shall be appointed in accordance with the provisions of the act.

25. **NOTICES:**

25.1 A notice may be given by the company to any member, in the manner set out in article 25.2 at the address, if any, within the Republic furnished by him to the company for such purpose.

25.2 Notice of every general meeting shall be given in writing and shall be delivered by hand or sent by post –

25.2.1 to every member except those persons who have not supplied the address contemplated in article 25.1 above;

25.2.2 to the auditor for the time being of the company;

25.2.3 to every director of the company whether a member or not; and no other person shall be entitled to receive notice of any general meetings.

25.3 A notice served by post shall be deemed to have been received and brought to the notice of the addressee at the time when the letter containing the same was posted and, in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

25.4 Any notice by the company shall be signed by a director or by someone authorised by the director.

25.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

25.6 The company shall not be responsible for the loss in transmission of documents sent through the post to the address furnished by any member to the company for the giving of notices to him, whether or not it was so sent at his request.

**26. INDEMNITY:**

26.1 Every director manager and officer of the company and every other person (whether an officer of the company or not) employed by the company, and the auditor, shall be indemnified out of the funds of the company against all liability incurred by him as such director, manager, officer or auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under section 248 in which relief is granted to him by the Court.

26.2 The members acknowledge that they are investing in land on a game reserve which has dangerous wild animals roaming within the boundaries of the scheme, including the property and traverse land that has or may in the future be added to the scheme, and the members are aware of the implications on them, their families, invitees and guests of their entering a game reserve and the precautions that have to continuously and diligently be practised by them whilst on their property or within the schemes common land, including traverse land, and the members a knowledge that they do so entirely at their own risk and indemnify and hold harmless the Company and their directors and the companies of the directors owning the land over which they are allowed to traverse in terms of any agreements or otherwise, against any claims of whatsoever nature, to be read in its widest possible context, that may arise from the member, their families, invitees or guests.

**27. AMENDMENT:**

The company may by special resolution –

27.1 do anything which in terms of the act may be done only if authorised by its articles or only if authorised by its Memorandum and Articles;

27.2 in particular and without prejudice to the generality of the foregoing alter its Articles and Memorandum of Association in any way permitted by law subject only to any restriction in this regard contained in the Memorandum.

28. **CONDITION OF SALE:**

Should any member wish to sell his unit it shall be a condition of the sale that the member obtain the clearance of the company to sell his unit and that the new purchaser shall become a member of the company prior to the sale being affected.

29. **DIVIDENDS:**

No dividends shall be paid to members of the company.

30. **LIQUIDATION OR DEREGISTRATION:**

In the event of the company ceasing to exist, being liquidated or deregistered, the members of the company at the time of such liquidation or deregistration, shall be responsible and liable themselves for the obligations of the former company up to a maximum of the amount set out in clause 8.2 of the Memorandum of Association.